

RESOLUTION NO. 2129

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF AN ANNEXATION  
AGREEMENT WITH JAMES L. AND GWENDOLYN K.  
BACHMAN**

WHEREAS, James L. Bachman and Gwendolyn K. Bachman (Annexors) have filed a petition to annex certain property to the City of Golden, Colorado; and

WHEREAS, the City of Golden, Colorado, is in the process of determining whether the annexation is appropriate, and if so, the zoning that should apply to the property; and

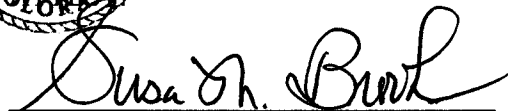
WHEREAS, the City and Annexors wish to separately agree as to certain conditions and provisions under which the property may be annexed in the event that the City determines annexation is appropriate.

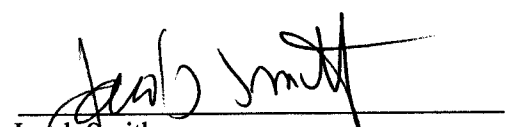
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Mayor is authorized to execute on behalf of the City of Golden, an Annexation Agreement with James L. and Gwendolyn K. Bachman, the substance of said annexation agreement substantially complying with the agreement attached hereto as Exhibit 1.

Adopted the 16th day of June, 2011.



  
Susan M. Brooks, MMC  
City Clerk

  
Jacob Smith  
Mayor

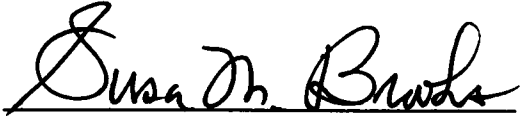
APPROVED AS TO FORM:

  
David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 16th of June, A.D., 2011.



ATTEST:

  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

## ANNEXATION AGREEMENT

This Agreement is effective the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between James L. and Gwendolyn K Bachman, (Annexor) and the City of Golden, a Colorado home rule municipal corporation (City).

WHEREAS, the Annexor holds fee title to one hundred percent of the property described in Exhibit A, except for any included portion of West 4<sup>th</sup> Avenue right of way, attached hereto, (hereinafter the "Property"); and

WHEREAS, the Annexor desires that the Property described be annexed to and be subject to the jurisdiction of the City, upon and subject to the terms and conditions set forth herein, all of which conditions are agreeable to the Annexor; and

WHEREAS, Annexor has filed a Petition to annex the Property to the City; and

WHEREAS, the parties desire to include in this Agreement certain provisions, understandings and agreements regarding the Property and its annexation.

THEREFORE, in consideration of the recitals, premises, mutual covenants and agreements herein contained, the parties agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended, the Golden Municipal Code and all applicable laws.
2. Zoning. The Annexor has requested that the Property be zoned R2, (Low Density Multiple Household) as described in the Golden Municipal Code, which zoning is in accordance with the Golden Comprehensive Plan. Zoning of the Property shall be considered simultaneously with the Petition for Annexation by the City as allowed by the Colorado Municipal Annexation Act of 1965. Annexor may withdraw the annexation petition by providing written notice to the City Clerk prior to 5:00 PM Mountain Daylight Time, June 23, 2011, if not satisfied with the zoning enacted by Ordinance 1902.
3. Application of City Laws - City Services. Except as expressly provided herein, all city ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property. The City shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the City.
4. Fees and Costs. The City shall pay the application fees for annexation and zoning of the Property and prepare and pay the costs of the annexation survey for the Property and the Quitclaim Deed referenced in paragraph 8a.
5. City Utilities. The City shall provide water and wastewater services to the Property. Said water and wastewater services shall be in accordance with this paragraph and the requirements of Title 13 of the Municipal Code. The parties acknowledge that the Annexor is in possession of, and utilizes at the Property, one (1) single household residential water tap connection to the City's municipal water

system. Except as specifically provided herein, and if sufficient capacity is available at the time of the requested connection, additional water and wastewater services will be provided for the Property, upon satisfaction of all of the requirements of Chapter 13.04 and 13.08 of the Municipal Code including the requirement that the property owner construct all necessary improvements which shall comply with the Golden Water and Wastewater Specifications, pay all applicable fees, and provide water rights as necessary to serve the Property, or a cash fee in lieu of water rights, to the City. Said cash fee in lieu of water rights may be phased and will be submitted according to a phasing plan approved by the City with the final site development plan or subdivision plat for the affected property. The calculation of necessary water rights shall be based upon an independent determination by the City's water engineer of the water requirements of the proposed development phase. The value of any cash fee in lieu of water rights shall be based upon the then current value of water, as determined by the City's water attorney.

6. School Land Dedication. No School land dedication will be required in conjunction with the initial zoning of the Property. The foregoing notwithstanding, a cash fee in lieu of school land dedication will be assessed in conjunction with the approval of any site development plan, subdivision plat, or re-zoning, for all or any portion of the Property. The amount of the fee shall be calculated on the basis of school land dedication requirements of the Golden Municipal Code in effect at the time of assessment.

7. Parkland Dedication. City and Annexor agree that the parkland dedication requirement for the Property shall be satisfied at the earlier of approval of a final subdivision plat or site development plan for a development proposal according to the then current Municipal Code requirements, and shall include the donation of a neighborhood pedestrian access to the City open space and future neighborhood park site to the south.

8. Additional Public Land Conveyances. Within ten days of annexation, Annexor agrees to quitclaim to the City any rights they may have in the property described in the right of way conveyance to the City of Golden recorded in Book 2001 at Page 132 of the records of the Jefferson County, Colorado, Clerk and Recorder.

9. Public Improvements. The dedication or rights of way and easements and the construction of public improvements necessitated by future development of the Property will be determined at the time of final subdivision plat or site development plan, based upon the requirements and standards in place at that time.

10. Special Districts. The Annexor shall upon annexation initiate and be responsible for the legal proceedings and bear the related costs and legal fees for the exclusion of the Property from any and all special districts which provide municipal services to the Property of a type that the City provides to its citizens.

11. Assignment. The rights, duties and obligations of the Annexor hereunder may be assigned to another person or entity only with the consent of the City. In such event, the assignee shall assume all of the rights, duties and obligations of the Annexor hereunder and the Annexor shall be correspondingly relieved from all such liabilities, duties and obligations. Notwithstanding anything herein to the contrary, however, the City hereby consents to Annexor's partial assignments of the credit against system development and/or tap fees as set forth in paragraph 5, above.

12. Notices. All notices, demands or other documents required or desired to be given to either party under this Agreement shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

City: City Manager  
City of Golden  
911 - 10th Street  
Golden, CO 80401

Annexor: James L Bachman  
18300 W. 4<sup>th</sup> Avenue  
Golden, CO 80401

13. Severability. If any covenant, stipulation or obligation of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of the Agreement. The parties hereby declare that they would have entered into this Agreement and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

14. Binding Effect of Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and the assigns of the respective parties and, unless otherwise provided herein, shall run with the land from the time that Annexor acquires fee title to the Property. This Agreement shall be recorded in the records of the Clerk and Recorder of Jefferson County, State of Colorado, at the City's expense. The parties covenant and agree that they will cooperate with each other in accomplishing the terms, conditions and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

15. Third Parties. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended nor shall be construed of confer upon or give any other person any rights, remedy or claim under or by reason of the Agreement.

16. Police Power. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or release of the City's legislative, governmental or police powers to promote and protect, the health, safety, morals or general welfare of the municipality or its inhabitants. This Agreement shall not prohibit the enactment by the City of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.

17. Remedies. It is understood and agreed by the parties that they shall have all available remedies for breach of this Agreement in law or in equity, including but not limited to specific performance and damages. In the event of litigation related to this Agreement, the prevailing party shall be awarded its costs, expert fees and legal fees.

18. No Vested Property Rights. It is understood and agreed by the parties that no vested Property rights are granted by this Agreement. The Annexor represents to the City that there are no vested rights to the Property from the County of Jefferson or any other governmental entity and the Annexor hereby waives and releases any rights which may have been so granted.

19. Disconnection. No right or remedy of disconnection of the described Property from the City shall accrue from this Agreement, other than that provided by Section 31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected from the City at the Annexor's request, the City shall have no obligation to serve the disconnected Property except for the continuation of existing extra-territorial water and wastewater service as described in paragraph 5, and this Agreement shall be null and void and of no further force and effect as to such Property.

20. Initiative. If the annexation of the Property or any portion thereof is voided by initiative, the City agrees to continue providing water and sewer service to the Property so disconnected, for existing water and wastewater taps as described in paragraph 5.

21. Referendum. If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of the Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Property from the City, then this Annexation Agreement shall be null and void and of no further effect. If the referendum challenge fails, then the Annexor and the City shall continue to be bound by the annexation of the Property.

22. Court Order. In the event that the annexation of the Property or any portion thereof is voided by Final Action ("Final Action" means that no appeal can be made or the time to appeal has expired) of a court of proper jurisdiction (such Final Action not being associated with referendum or initiative matters), the City and the Annexor shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure the Annexation Agreement shall be deemed to be an agreement to annex the Property to the City pursuant to the Colorado Municipal Annexation Act of 1965. The Annexor shall reapply for annexation when the Initial Annexation Property becomes eligible for annexation as determined by the City.

23. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be amended except by written agreement executed with the same formality of this Agreement.

24. Venue. This Agreement shall be governed by the laws of the State of Colorado with venue in the County of Jefferson.

25. Conditions. This Agreement is specifically subject to the adoption of ordinances by the City Council of the City approving the Annexation Petition and annexing the Property, said adoption occurring no later than December 31, 2011.  
ANNEXOR

By: \_\_\_\_\_

James L Bachman

By: \_\_\_\_\_

Gwendolyn K Bachman

Resolution No. 2129

Page 7

STATE OF )  
 )ss.  
COUNTY OF JEFFERSON )

The foregoing Annexation Agreement was signed and sworn to before me by James L and Gwendolyn K Bachman this \_\_\_\_ day of \_\_\_\_\_, 2011.

Witness my hand and official seal.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF )  
 )ss.  
COUNTY OF JEFFERSON )

The foregoing Annexation Agreement was signed and sworn to before me by \_\_\_\_\_ this day of \_\_\_\_\_, 2008

Witness my hand and official seal.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY OF GOLDEN:**

By: \_\_\_\_\_  
Jacob Smith  
Mayor

**ATTEST:**

City Clerk

**ANNEXATION AGREEMENT**

QK  
#36-  
This Agreement is effective the 16<sup>th</sup> day of June, 2011, by and between James L. and Gwendolyn K Bachman, (Annexor) and the **City of Golden**, a Colorado home rule municipal corporation (City). 1-6

WHEREAS, the Annexor holds fee title to one hundred percent of the property described in Exhibit A, except for any included portion of West 4<sup>th</sup> Avenue right of way, attached hereto, (hereinafter the "Property"); and

WHEREAS, the Annexor desires that the Property described be annexed to and be subject to the jurisdiction of the City, upon and subject to the terms and conditions set forth herein, all of which conditions are agreeable to the Annexor; and

WHEREAS, Annexor has filed a Petition to annex the Property to the City; and

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3. Application of City Laws - City Services. Except as expressly provided herein, all city ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property. The City shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the City.



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4. Fees and Costs. The City shall pay the application fees for annexation and zoning of the Property and prepare and pay the costs of the annexation survey for the Property and the Quitclaim Deed referenced in paragraph 8a.

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City:                   City Manager  
                          City of Golden  
                          911 - 10th Street  
                          Golden, CO 80401

Annexor:           James L Bachman  
                          18300 W. 4<sup>th</sup> Avenue  
                          Golden, CO 80401

13. Severability. If any covenant, stipulation or obligation of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of the Agreement. The parties hereby declare that they would have entered into this Agreement and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

14. Binding Effect of Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and the assigns of the respective parties and, unless otherwise provided herein, shall run with the land from the time that Annexor acquires fee title to the

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Property. This Agreement shall be recorded in the records of the Clerk and Recorder of Jefferson County, State of Colorado, at the City's expense. The parties covenant and agree that they will cooperate with each other in accomplishing the terms, conditions and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

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21. Referendum. If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of the Agreement, together with the duties and

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obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Property from the City, then this Annexation Agreement shall be null and void and of no further effect. If the referendum challenge fails, then the Annexor and the City shall continue to be bound by the annexation of the Property.

22. Court Order. In the event that the annexation of the Property or any portion thereof is voided by Final Action ("Final Action" means that no appeal can be made or the time to appeal has expired) of a court of proper jurisdiction (such Final Action not being associated with referendum or initiative matters), the City and the Annexor shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure the Annexation Agreement shall be deemed to be an agreement to annex the Property to the City pursuant to the Colorado Municipal Annexation Act of 1965. The Annexor shall reapply for annexation when the Initial Annexation Property becomes eligible for annexation as determined by the City.

23. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be amended except by written agreement executed with the same formality of this Agreement.

24. Venue. This Agreement shall be governed by the laws of the State of Colorado with venue in the County of Jefferson.

25. Conditions. This Agreement is specifically subject to the adoption of ordinances by the City Council of the City approving the Annexation Petition and annexing the Property, said adoption occurring no later than December 31, 2011.

## 6

By: Gwendolyn K Bachman  
Gwendolyn K Bachman

**Witness my hand and official seal.**

\_\_\_\_\_, 2011.

\_\_\_\_\_  
Secretary Public: Daniel Houser  
Commission Expires: 09.20.2011

The foregoing Annexation Agreement was signed and sworn to before me by 22-04 this 22 day of June, 2008 04

Witness my hand and official seal.

My Commission Expires: 09-20-2011

By: Jacob Smith  
Jacob Smith  
Mayor

**City Clerk**





Return to:

City Clerk  
919 10th St.  
Golden CO 80401



R \$11.00

D \$0.00

QUIT

2011093392

10/14/2011 09:33:35 AM 1 Page(s)

Jefferson County, Colorado

**QUIT CLAIM DEED**

**James L. Bachman and Gwendolyn K. Bachman**, whose address is 18300 West 4th Avenue, Golden, CO 80401 ("Grantors") for the consideration of Ten and No/100 **Dollars (\$10.00)**, in hand paid, hereby sells and quit claims to the **City of Golden**, Colorado, A Colorado Municipal Corporation, whose address is 911 Tenth Street, Golden, CO 80401, the following real property, in the County of Jefferson, State of Colorado, to wit:

Any and all rights to the property described in the right of way conveyance to the City of Golden recorded in Book 2001 at Page 132 of the records of the Jefferson County Clerk and Recorder.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the use benefit, and behoof of the Grantee, heirs and assigns.

Signed this 22<sup>nd</sup> day of JUNE 2011.

**JAMES L. BACHMAN****GWENDOLYN K. BACHMAN**

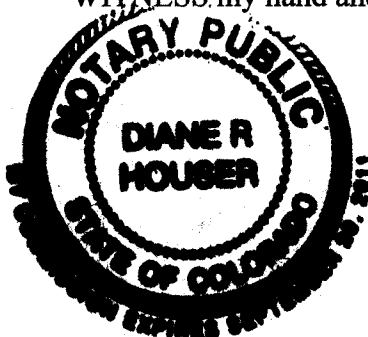
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 22 day of June, 2011, by James L. Bachman and Gwendolyn K. Bachman.

My commission expires:

09.20.2011

WITNESS my hand and official seal.

  
Notary Public

Return to:  
City Clerk  
911 10th Street  
Golden, CO 80401

